# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AstraZeneca AB		08/15/2008	CORPORATION: SWEDEN

## RECEIVING PARTY DATA

Name:	Glaxo Group Limited		
Street Address:	Berkeley Avenue		
Internal Address:	Glaxo Wellcome House		
City:	Greenford, Middlesex		
State/Country:	UNITED KINGDOM		
Postal Code:	UB6 ONN		
Entity Type:	CORPORATION: UNITED KINGDOM		

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3476586	CELAMIR

#### **CORRESPONDENCE DATA**

Fax Number: (704)625-9190

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 483 1803

Email: rtp\_tm-trademarks@gsk.com

Correspondent Name: Maribeth Day Case
Address Line 1: Five Moore Drive

Address Line 2: GlaxoSmithKline, MAI-B443

Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER: REG / CELAMIR / USA

## DOMESTIC REPRESENTATIVE

Name: Maribeth Day Case
Address Line 1: Five Moore Drive

TRADEMARK 900115830 REEL: 003850 FRAME: 0730 34/63**3**6

Address Line 2: GlaxoSmithKline, MAI-B443 Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709			
NAME OF SUBMITTER:	Maribeth Day Case		
Signature:	/Maribeth Day Case/		
Date:	09/11/2008		
Total Attachments: 5 source=celamir assignment#page1.tif source=celamir assignment#page2.tif source=celamir assignment#page3.tif source=celamir assignment#page4.tif source=celamir assignment#page5.tif			

## TRADEMARK AGREEMENT

This Trademark Agreement ("Agreement") is entered into effective as of July August 15, 2008, by and between:

MedImmune, LLC, a Delaware, USA limited liability company with its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington DE 198001 and a principal place of business at One MedImmune Way, Gaithersburg, MD 20878,

AstraZeneca AB, company number 556011-7482 a Swedish company with its registered office at 15185 Sodertalje, Sweden, and

Glaxo Group Limited, company number 305979, an English corporation with its registered office at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 ONN, England.

Whereas, MedImmune, LLC ("MedI") owns trademark applications and/or registrations for the mark TACTEVO in a number of countries.

Whereas, AstraZeneca AB ("AZ") owns trademark applications and/or registrations for the mark CELAMIR in a number of countries.

Whereas, Glaxo Group Limited ("GSK") owns trademark applications and/or registrations for the mark TACTAVO, SALIMER and ZALIMER in a number of countries.

Now, therefore, in consideration of the promises and agreements set forth herein, and intending to be legally bound hereby, the parties agree:

- AZ agrees to assign, and hereby assigns, to GSK any and all of its right, title
  and interest in and to the mark CELAMIR throughout the world and any and
  all trademark applications and registrations it owns for the mark, including
  without limitation those set forth on Schedule A.
- GSK agrees to assign, and hereby assigns, to MedI any and all of its right title
  and interest in and to the mark TACTAVO throughout the world and any and
  all trademark applications and registrations it owns for the mark, including
  without limitation those set forth on Schedule B.
- 3. The assignments in clauses 1 and 2 of this Agreement include the assignment to the respective assignees of the right to take action and recover damages, an account of profits, and all other remedies in respect of any infringement of the assigned marks, whether or not such infringement or conduct took place before the date of this Agreement.

- 4. AZ and MedI agree to neither challenge the use or registration of the CELAMIR, SALIMER and ZALIMER marks by GSK, nor the legal validity of those marks.
- 5. GSK agrees to neither challenge the use or registration of the TACTEVO and TACTAVO marks by MedI, nor the legal validity of those marks.
- 6. AZ and MedI agree not to use or register the marks CELAMIR, ZALIMER and SALIMER.
- 7. GSK agree not to use or register the marks TACTAVO and TACTEVO.
- 8. The parties agree to cooperate in implementing the terms of this agreement as reasonably requested by the other party and each party shall bear its own costs in such cooperation. For example and without limitation, each party agrees to execute documents as reasonably requested by the other to evidence and record the assignment of a mark in a particular country. For the avoidance of doubt, any such documents will be prepared by and at the expense of the relevant assignee.
- 9. This Agreement shall be effective worldwide.
- 10. This Agreement shall be binding upon the parties, and their respective successors and assigns. This Agreement shall be binding upon affiliates of the parties, with "affiliate" defined as any entity that directly or indirectly controls, is controlled by or is under common control with such party.
- 11. This Agreement shall be governed by and construed in accordance with English law.
- 12. The Courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement.

In witness whereof, the parties have caused this Trademark Agreement to be executed by duly authorized representatives.

AstraZeneca AB

Name: SIMON R REEVES

Title: Director of Trade Marks

## MedImmune, LLC

Name: JONAHAN KLEEN-EVANS

Title: VICE PRESEDENT, INTENENTY PROFERTY

Glaxo Group Limited

Name: DAVID BUTLER

Title: As Authorised Attorney
IS Aug 2008

# SCHEDULE A

Trade Mark	<u>Country</u>	App No	App Date	Reg No	Reg Date
CELAMIR	Australia	976084	28-Oct-03	976084	7-Jul-04
CELAMIR	Canada	1194956	24-Oct-03		
CELAMIR	China P.R.	3852523	20-Jan-04	3852523	21-May-08
CELAMIR	European Union	3438652	23-Oct-03	3438652	22-Feb-2005
CELAMIR	Japan	2003/094563	27-Oct-03	4880742	15-Jul-05
CELAMIR	Japan	2004-012440	13-Feb-04	4804543	17-Sep-04
CELAMIR	Japan	2004-012442	13-Feb-04	4804544	17-Sep-04
CELAMIR	Sweden	2003/06306	23-Oct-03	366498	16-Apr-04
CELAMIR	Switzerland	54168/2003	27-Oct-03	516843	11-Dec-03
CELAMIR	United States	78/328132	14-Nov-03		

## SCHEDULE B

Trade Mark	<u>Country</u>	App No	App Date	Reg No	Reg Date
TACTAVO	Australia	948235	08-Dec-07		
TACTAVO	Canada	1375986	14-Dec-07		
TACTAVO	EU	IR 948235	08-Dec-07		
TACTAVO	Japan	IR 948235	08-Dec-07		
TACTAVO	Mexico	909237	24-Jan-08	1027972	28-Feb-08
TACTAVO	Switzerland	IR 948235	08-Dec-07		
TACTAVO	UK	2469701	17-Oct-07	2469701	17-Oct-07
TACTAVO	WIPO	IR 948235	08-Dec-07		

TRADEMARK REEL: 003850 FRAME: 0736

**RECORDED: 09/11/2008**